

# EXHIBIT B

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

RISHI BHASIN; ANNE JAMES;  
NELSON OTERO; FIRST PLUS  
FUNDING, INC.; FIRST ALLIED  
FINANCIAL SERVICES, INC.; and  
RELIANCE MORTGAGE SERVICE, on  
behalf of themselves and all others  
similarly situated,

Case No.: 2:20-cv-13278

Hon. Laurie J. Michelson

Magistrate R. Steven Whalen

Plaintiffs,

vs.

UNITED SHORE FINANCIAL  
SERVICES, LLC d/b/a UNITED  
WHOLESALE MORTGAGE,

Defendant.

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**DECLARATION OF RISHI BHASIN IN SUPPORT OF PLAINTIFFS'  
RESPONSE TO DEFENDANT'S MOTION TO DISMISS**

I, Rishi Bhasin, hereby declare as follows:

1. I am the principal officer and sole owner of First Plus Funding, Inc. I am a mortgage broker, and through First Plus Funding, Inc., I entered into a Wholesale Lending Agreement with defendant, United Shore Financial Services, LLC d/b/a United Wholesale Mortgage ("UWM"). Under the terms of the Wholesale Lending Agreement, UWM agreed to underwrite mortgage loans for my

clients, and pay me commissions.

2. My agreement with UWM provided an early payoff penalty for loans that refinanced within 180 days of the loan's closing.

3. In 2020, UWM unilaterally altered the terms of the agreement, and changed the early payoff penalty from 180 days to 365 days.

4. After UWM's change, UWM asserted a claim against me for all loans that refinanced within 365 days instead of the 180 days in my agreement with UWM.

5. Prior to being advised of UWM's change, I was in the process of buying an investment property for \$258,000; however, as a result of the unilateral change by UWM I had to cancel the purchase contract for the investment property with the builder. I did this because of the unanticipated extra expense I would incur as a result of the change by UWM. Thereafter, I subsequently entered into another contract with the same builder for \$304,000 for an even smaller and less valuable home. Accordingly, as a result of the exposure presented by UWM's change, I suffered a loss of over \$46,000 on the investment property. This consequential economic damage is in addition to loss associated with the early payoff penalty itself.

6. I am an adult, and I know the facts stated above based on my own personal knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 27, 2021 at Danville, CA.

  
RISHI BHASIN